

TELECOMMUTE PROGRAM
EMPLOYEE/SUPERVISOR AGREEMENT

THE FOLLOWING CONSTITUTES AN AGREEMENT ON THE TERMS AND CONDITIONS OF
THE TELECOMMUTE PROGRAM BETWEEN
(inapplicable paragraph(s) should be crossed out or extracted):

Organization/Division:_____

Employee_____

Supervisor_____

1. Employee voluntarily agrees to work at the agency-approved alternative workplace and to follow all applicable policies and procedures. Employee recognizes that the telecommute arrangement is not an employee benefit but an additional method the agency may approve to accomplish work.

2. Employee agrees to participate in this program for a specified period of time not to exceed ____ month(s). The employee may work at the alternate duty station a maximum of ____ day(s) per week during the agreement period. Employee agrees to participate in this program beginning (month/day/year) _____ and ending (month/day/year) _____.

OR

Employee agrees to participate in the program on a case-by-case basis; employee must request permission and obtain approval from the supervisor prior to working at an alternate worksite. The overall mission of the office will take precedence over an employee working off-site.

OR

Employee agrees to try out the arrangement for at least ____ months unless unforeseeable difficulties require earlier cancellation.

3. Employee's official duty station is: _____

4. The alternate worksite is located at:

(specify street and number, city, and state)

5. Employee's time and attendance will be recorded as performing official duties at the official duty station. The normal duty day will be accounted for by hours worked and provided to the supervisor upon return to the official duty station.

OR

Employee agrees to make sure the telecommuting employee's timekeeper has a copy of the employee's work schedule. The supervisor agrees to certify biweekly the time and attendance for hours worked at the main office and the alternative workplace. (Note: agency may require employee to complete a self certification form).

OR

Employee's time and attendance will be recorded as performing official duties at the official duty station. The normal duty day must be accounted for by hours worked, some form of authorized leave, or any combination thereof. All leave and travel entitlement will be based on the employee's official duty station.

6. Employee understands that a telecommuting arrangement is not a basis for changing the employee's salary or benefits. All pay, leave, and travel entitlements are based on the official duty station.

7. Employee agrees to follow established office procedures for requesting and obtaining approval of leave.

8. Employee will continue to work in pay status while working at the alternate worksite. If employee works overtime that has been ordered and approved in advance, the employee will be compensated in accordance with applicable law, regulations, and federal personnel manual guidance. The employee understands that the supervisor will not accept the results of unapproved overtime work. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in removal from the telecommute program or other appropriate action.

9. Unless otherwise instructed, employee agrees to perform official duties only at the main office or agency-approved alternative workplace. Employee agrees not to conduct personal business while in official duty status at the alternative workplace, for example, caring for dependents or making home repairs.

OR

Employee agrees to limit the performance of his or her officially assigned duties to the official duty station or to agency approved alternative worksite. Employee further agrees to limit use of Government provided services or supplies to work conducted in the performance of official duties. Failure to comply with this provision may result in loss of pay, termination of the telecommute arrangement, and/or other appropriate disciplinary action.

10. Employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards in the employee's performance plan and this agreement.

OR

Employee will provide supervisor with a list of anticipated work to be accomplished at the alternate worksite with the request; employee will document and provide supervisor a synopsis of work completed upon return to official duty station.

OR

Employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands that a decline in performance may be grounds for canceling the alternative workplace arrangement.

11. Employee will meet with the supervisor or others as necessary, appropriate, or requested in order to perform assigned duties or to fulfill organizational requirements. This includes such activities as attending required training programs, receiving assignments, reviewing completed work, attending meetings, providing progress reports, etc.

12. Management reserves the right to alter the employee's work schedule to accommodate work demands or for any other official purpose.

13. Government-owned equipment is not authorized under this agreement. The employee agrees to install, service, and maintain any personal equipment used. Employee is responsible for repair and maintenance of personally owned equipment. The government will not be liable for damages to an employee's personal or real property during the course of performance of official in the employee's residence, except to the extent the government is held liable by the Federal Tort Claims Act or Military Personnel and Civilian Employees' Claim Act.

OR

Employee agrees to protect any government-owned equipment and to use the equipment only for official purposes. The agency agrees to install, service, and maintain any government-owned equipment issued to the telecommuting employee. The loan, use, security, and protection of government property must be in accordance with established policies and procedures. The employee is responsible for immediately notifying his/her supervisor if government-owned property fails to operate properly or is damaged. Government-owned computer equipment and software will be serviced and maintained by the government at a location of its choosing. The employee agrees to follow the terms of computer software license and copyright agreements, as well as computer virus and protection requirements and procedures.

14. The agency agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long distance telephone calls.

15. The employee understands that the Government will not be responsible for any operating costs that are associated with the employee using the home as an alternative worksite, for example, home maintenance, insurance, utilities (heating, electricity, water), renovation of workspace, providing office furniture, etc. The employee understands that this does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and regulations. Claims for authorized expenses will be promptly filed with the agency.

16. In no case will documents which contain classified information be processed, or be authorized to be processed at other than Government approved locations. Other information which is specifically protected from public disclosure by statute (such as data subject to the Privacy Act of 1974) or which has been determined to be exempt from mandatory disclosure under the provisions of the Freedom of Information Act, will be safeguarded according to regulations established for that information.

17. The supervisor will determine how frequently, if at all, backup copies of data onto floppy disk must be made to protect against loss of data. The supervisor may also require the employee to periodically send backup copies to the main work facility.

18. Employee agrees to protect government/agency records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

19. The employee agrees to provide a work area adequate for performance of official duties.

20. Employee will ensure that a proper work environment is maintained and personal/family responsibilities do not interfere with the scheduled work time or accomplishment of work. Personal disruptions such as nonbusiness telephone calls and visitors will be kept to a minimum.

21. Employee agrees to comply with safety and occupational health procedures by keeping the designated offsite worksite area and all other areas of the residence with which the employee comes into contact during official duty hours free from all hazards and will exercise reasonable due care and prudence in carrying out official duties in these areas.

22. Employee understands he/she is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the . The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative workplace and to complete any required forms. The supervisor agrees to investigate such a report immediately.

23. Employee agrees he or she is bound by agency standards of conduct while working at the alternative worksite.

24. Nothing in this agreement precludes the agency from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement or performance standards.

25. Employee agrees that this agreement expires 90 days after change in supervisor and in order to be continued past that point must be renegotiated with the new supervisor for that period.

OR

Supervisor agrees to let the employee resume his or her regular schedule at the main office after notice to the supervisor. Employee understands that the supervisor may cancel the telecommuting arrangement and instruct the employee to resume working at the main office. The supervisor agrees to follow any applicable administrative or negotiated procedures.

26. This agreement may be cancelled at any time for any reason by the supervisor.

OR

Either the employee or supervisor may end this agreement at any time with a 5-day written notice.

Employee's Signature and Date

Supervisor's Signature and Date